

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Juan Lopez, on behalf of himself, FLSA Collective
Plaintiffs and the Class,

Case No.: 20-cv-09113

Plaintiff,

STIPULATION OF
DISMISSAL

-against-

Thermo Tech Mechanical Inc. Gowkarran Budhu, and
Shanti Budhu,

Defendants.

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WHEREAS, Plaintiff Juan Lopez ("Plaintiff") commenced this action on October 30, 2020 by filing his Class and Collective Action Complaint (Dkt. No. 1) alleging claims arising under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, claims under the New York State Labor Law ("NYLL"), N.Y. Lab. Law. § 190, *et seq.*, and violations of New York City prevailing wage laws;

WHEREAS, on July 23, 2021, Defendants Thermo Tech Mechanical Inc., Gowkarran Budhu, and Shanti Budhu (collectively, the "Defendants") produced to Plaintiff an employee handbook signed by Plaintiff with an arbitration provision inside, *see Exhibit A*;

NOW, WHEREFORE, IT IS STIPULATED AND AGREED THAT:

1. Defendants agree to waive the following provisions of the arbitration agreement:

Although the parties shall initially bear the cost of arbitration equally to the extent permitted by applicable law, the prevailing party, if any, as determined by the arbitrator at the request of the parties which is hereby deemed made, shall be entitled to reimbursement for its share of cost and reasonable attorneys' fees, as well as interest at the statutory rate.

2. The parties agree that the arbitration of Plaintiff's claims shall take place before the American Arbitration Association in Manhattan.

3. The claims of Plaintiff are hereby dismissed without prejudice, in their entirety as against all Defendants, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), without costs or attorneys' fees to any party.

For the Defendants:

By: /s/ Jason Mizrahi
Jason Mizrahi, Esq.
Levin-Epstein & Associates, P.C.
60 East 42nd Street, Suite 4700
New York, NY 10165
Telephone: (212) 792-0048
Jason@levinepstein.com

Date: June 30, 2021

For the Plaintiff:

By: /s/ C.K. Lee
C.K. Lee, Esq.
Lee Litigation Group, PLLC
148 West 24th Street, 8th Floor
New York, New York 10011
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Date: June 30, 2021

The Clerk of Court is requested to terminate
all pending motions and close this case.

SO ORDERED

/s/ Laura Taylor Swain, Chief USDJ
7/6/2021

Exhibit A



You are entitled and encouraged to express your point of view on work-related matters in a constructive manner, as well as to make any productive suggestions in any of the communication avenues available within the Company.

(10) Arbitration; Choice of Law

Any controversy or claim arising out of or relating to the employment relationship created between the employer (Thermo Tech Mechanical, Inc.) and employee (you), including all topics covered in this Employee Manual, and the interpretation of this Manual, or any alleged breach of it, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, with such arbitration to take place in the County of Bronx, New York with an agreed upon arbitrator. If the parties cannot agree on an arbitrator, a court of competent jurisdiction shall appoint an arbitrator at the request of either party. Although the parties shall initially bear the cost of arbitration equally to the extent permitted by applicable law, the prevailing party, if any, as determined by the arbitrator at the request of the parties which is hereby deemed made, shall be entitled to reimbursement for its share of cost and reasonable attorneys' fees, as well as interest at the statutory rate. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The determination of the arbitrator in such proceeding shall in final, binding, and non-appealable.

This Manual shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York.

Please be sure to sign, date, and return this form to your supervisor after reading this Employee Manual; doing so is a prerequisite for employment with Thermo Tech Mechanical, Inc.